

## **Maternity Policy**

### **1. Scope**

- 1.1. All employees who are pregnant or who have recently given birth.

### **2. Introduction**

- 2.1. Waterman wishes to promote a balanced approach to both home and work life and offers continuous support to all employees both during and after birth to achieve this, including the consideration of all reasonable requests for alterations to working patterns. This policy provides advice and guidance in relation to Statutory Maternity Rights and entitlements.
- 2.2. The Company endeavours to ensure all employees understand their entitlement and will offer any support and assistance as required, at any time. HR can assist with any questions regarding any aspect of this policy.
- 2.3. Employees who become pregnant are entitled to Statutory Maternity Rights provided that certain requirements are met. These rights include:
  - The right to 52 weeks maternity leave irrespective of length of service
  - Statutory Maternity Pay (SMP) where applicable
  - Accrue normal contractual holiday entitlement
  - “New and Expectant Mothers H&S Risk Assessment”
  - Paid time off for antenatal appointments
  - Normal sick pay entitlements for pregnancy related illness
  - Right to return to work
  - Right to receive pay rises

### **3. Notification of Pregnancy**

- 3.1. Notification of pregnancy should be provided to the Company no later than the 15<sup>th</sup> week prior to the Expected Week of Childbirth (EWC). However, as there are health and safety considerations for the employee and the Company an employee should notify the Company of their pregnancy as soon as they feel able to do so.
- 3.2. The EWC means the week starting on Sunday in which the employee’s doctor or midwife expects them to give birth.

- 3.3. A Mat B1 form, issued by the doctor/midwife ordinarily from the 20<sup>th</sup> week before the Expected Week of Childbirth (EWC), should be given to the Company at the earliest opportunity.

#### **4. Maternity Leave**

- 4.1. All employees, irrespective of length of service, are entitled to take up to one year's (52 weeks) maternity leave.
- 4.2. Maternity leave and pay are separate entitlements. Maternity leave is a single continuous period and is made up of:

26 weeks' **Ordinary Maternity Leave** (OML) - during which the contract of employment continues, and during which you will receive all your contractual benefits except (wages or salary)

And

26 weeks' **Additional Maternity Leave** (AML) - during which the contract of employment continues, but only certain terms of that contract apply.

- 4.3. Additional Maternity Leave follows Ordinary Maternity Leave and there must be no gap between the two.
- 4.4. The law requires that an employee take a minimum of two weeks' maternity leave immediately following the birth.

#### **5. Notification of Commencement of Maternity Leave**

- 5.1. Notification of the commencement of leave should be provided to the Company no later than the 15<sup>th</sup> week prior to the EWC. The Company will respond within 28 days to confirm acceptance of the above in writing and the date of your return to work (this will be based on the full 52 week entitlement, unless a proposed return date is provided).
- 5.2. You may change your maternity leave start date provided that you give 28 days' notice where applicable.
- 5.3. Commencement of maternity leave may start at any time after the 11<sup>th</sup> week prior to the EWC.
- 5.4. Maternity leave will start on whichever date is the earliest of:
  - 5.4.1. The employee's chosen start date
  - 5.4.2. The day after the employee gives birth

- 5.4.3. The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.

## **6. Statutory Maternity Pay**

- 6.1. All employees who have worked continuously for 26 weeks up to the 'qualifying week' - the 15<sup>th</sup> week before the expected week of childbirth, and who earn a weekly average equal to the lower limit for National Insurance will be entitled to receive 39 weeks SMP.
- 6.2. The first 6 weeks are 90% of pay (pay is the average amount for the 8 weeks prior to the 15<sup>th</sup> week of expected confinement.)
- 6.3. The remaining 33 weeks are paid at the SMP rate or 90% of earnings, whichever is lower.
- 6.4. You will also be entitled to a further 13 weeks unpaid Parental Leave.
- 6.5. If an employee is not entitled to receive SMP they may be able to receive Maternity Allowance or Employment and Support Allowance via the Department for Work and Pensions. Regardless of an employee's right to SMP, MA or ESA they are still entitled to 52 weeks maternity leave, but it will be unpaid.

## **7. Occupational Enhanced Pay**

- 7.1. For salaried staff eligible for Statutory Maternity Pay and who have notified their pregnancy as required in Clause 5, the following enhanced payment will apply, in place of the statutory payment outlined in Clause 6.
- The first **13** weeks are paid at 100% of pay (pay is the average amount for the 8 weeks prior to the 15<sup>th</sup> week of expected childbirth.)
  - The next **13** weeks are paid at 50% of pay (pay is the average amount for the 8 weeks prior to the 15<sup>th</sup> week of expected childbirth) or statutory maternity pay, whichever is the higher.

This loyalty payment is made subject to the condition that the employee will return to work for at least 3 months after maternity leave (either OML or AML). Under this clause, if the employee fails to return to work for a minimum period of 3 months after maternity leave ends, any money paid above the statutory minimum will be recovered from the employee.

- 7.2. If eligible, the final 13 weeks are paid at the SMP rate or 90% of earnings, whichever is lower.

## **8. Early Births or Loss of Baby**

8.1. Employees will still be eligible to receive SMP if the baby:

- is born early
- is stillborn after the start of the 24th week of pregnancy
- dies after being born

## **9. Contractual Benefits**

9.1. Pension payments will be paid by the Company so long as where applicable the employee maintains their contractual payments and the payments are eligible under the Pensions Act. Employees should inform the Company as soon as possible of their intentions whilst on OML.

9.2. Contractual holiday entitlement will continue to accrue for the full period of OML and for the full period of AML. Where possible, accrued holiday should not be carried forward into the next leave year. Therefore, if maternity leave is likely to cross two leave years, it is advisable to take the holiday that will have accrued between the commencement of maternity leave and 31<sup>st</sup> March prior to the start of OML.

9.3. The Company may require any accrued annual leave to be taken on completion of all Statutory Maternity Leave and prior to a return to work.

9.4. Maternity leave must be continuous therefore annual leave cannot be taken during the maternity leave period, or in between OML and AML.

9.5. Any membership of BUPA will remain in place during OML and AML unless cancelled by the employee.

9.6. Group Life Assurance will remain in place

9.7. Permanent Health Cover (if applicable) remains in place

9.8. If a salary review takes place during your period of absence you will be assessed on the basis of you being at work and you will be notified of any increase.

9.9. If the annual review/choice of salary sacrifice benefits takes place during your maternity leave you will be informed in the same way and have the same opportunity as if you were in work.

## **10. "New and Expectant Mothers Health & Safety Risk Assessment"**

10.1. A general "New and Expectant Mothers Risk Assessment" is in place in relation to pregnant or breast feeding employees or those that have recently given birth.

- 10.2. It is important that employees notify the company in writing as soon as they are aware that they are pregnant so that a specific Risk Assessment can be undertaken by the Company.
- 10.3. It is also very important that you advise the Company of any particular risk that may arise out of your pregnancy or job.
- 10.4. If any significant risk is identified during an employee's pregnancy the Company will take the following steps;
  - 10.4.1. Consult with the employee
  - 10.4.2. Take all reasonable steps to remove the risk
  - 10.4.3. If the risk remains, consult with the employee to consider any change in working conditions, hours of work, etc if this is reasonable.
  - 10.4.4. If the risk cannot be avoided by offering alternatives to work hours etc the Company will consider suspending the employee on full pay.
- 10.5. These steps will also apply to employees who have given birth in recent months, and employees who are breast feeding.
- 10.6. If you have any concerns over your health during your pregnancy you should speak to your Director or the HR Department.

## **11. Time off for Antenatal Visits**

- 11.1. Once an employee has advised the Company they are pregnant, they are entitled to take reasonable paid time off to attend antenatal appointments made on the advice of their doctor, midwife or health visitor. Antenatal care may include relaxation and parent-raft classes.
- 11.2. Time off for antenatal visits (midwife appt/scans/hospital appt) should be advised to the employee's Line Manager and the Client in advance, where possible, and employees will be required to show their appointment card to their Line Manager. These will be recorded as 'antenatal' appointments and will not be counted towards sickness absence.

## **12. Absence for a pregnancy-related reason before the intended OML start date**

- 12.1. Normal sick pay will apply for any absences due to sickness, pregnancy-related or otherwise, until the employee starts maternity leave on the date notified to their employer. However, the maternity leave period starts automatically on the day after the first day of absence if a pregnancy-related absence occurs in the 4 weeks prior to the EWC.

### **13. Right to return to work**

- 13.1. All employees on Ordinary Maternity Leave regardless of their length of service, or the hours that they work, are entitled to return to the same job with terms and conditions as if they had not been away.
- 13.2. Employees who take AML are entitled to return to the same job on the same terms and conditions, but if this is not reasonably practicable, to a suitable alternative.

### **14. Returning from Maternity Leave**

- 14.1. Employees may not return to work for at least two weeks after the baby is born.
- 14.2. If the employee intends to take their full entitlement to maternity leave they do not have to advise that prior to their return. The date on which they will be expected to return to work will normally be the first working day 52 weeks after their maternity leave began. If prior to the commencement of maternity leave the employee has advised HR of an alternative return date, they will be expected to return in accordance with this date.
- 14.3. However, if the employee intends to return to work **before** the expiry of their 52 weeks' leave or the proposed date of return, they are required to give 8 weeks' notice of the new date.
- 14.4. The Company will write to the employee approximately 21 days before the intended date of return.
- 14.5. Employees have a right to request flexible working arrangements and the Company must consider all requests of this nature.

### **15. Keeping in Touch Days**

- 15.1. Employees have the option to work for up to 10 days at any stage during the maternity leave period. These are referred to as "keeping in touch" (KIT) days which will be paid without affecting statutory maternity pay. Please be advised that KIT days cannot be worked during the first two weeks after the baby is born. KIT days are worked subject to agreement with the Company.
- 15.2. Any work done on any day during the maternity pay or maternity leave period will count as a whole keeping in touch day, up to the 10 day maximum. For example; if an employee comes in for a one hour training session and does no other work that day, they will have used one of their keeping in touch days, but will only be paid for the time they actually work.

## **16. Failure to return to work**

- 16.1. If an employee fails to return to work at the end of their maternity leave, contact will be made to determine the reason.
- 16.2. If an employee is in ill health then the normal procedure for reporting and managing absence will apply.
- 16.3. If an employee fails to return to work for at least 3 months after their maternity leave period, the additional 26 weeks enhanced payments (if applicable) is to be reimbursed to the Company.
- 16.4. In the event that an employee fails to return to work and they do not provide the Company with evidence of the reason for their absence then this will be treated as unauthorised absence (see the Sickness and Absence Policy).

## **17. Approval**

- 17.1. Policy approved by the Managing Director in December 2021.